evidence presented in this matter to suggest that the mortgage was discharged or in any way altered by agreement between the parties. Rather, Petitioner has failed to meet his obligations under the mortgage contract. Pursuant to the terms of the mortgage, and state law, Chevy Chase Bank was authorized to foreclose upon the property. See, N.J.S.A. 2A:50-53 et seq.

The "Land Patent," was written with a self-serving intent. Petitioner seeks to create in himself a greater right to the title than that which was created through the mortgage. "This is a blatant attempt by a private land owner to improve title by personal fiat." Nixon v. St. Joseph Mort. Co., 612 F. Supp. 253, 255 (N.D. Ind. 1985). These self-serving actions do not create any right that is protected by the Treaty of Paris, the United States Constitution nor by federal statute.

Neither the Treaty of Paris, the United States Constitution, nor any federal statute govern contractual

obligations under a mortgage or the foreclosure procedure. Thus, there is no question presented for this Court to review.

POINT III

LOWER COURTS HAVE DEEMED SIMILAR ACTIONS TO THIS ONE TO BE FRIVOLOUS AND IN VIOLATION OF APPLICABLE COURT RULES.

Petitioner has engaged in actions designed to perpetrate a fraud. He seeks to undo the terms and conditions of a valid mortgage contract by filing and posting a document he purports to be a "Land Patent." Petitioner admittedly drafted and filed the alleged "Land Patent" and allegedly placed the mortgagee on notice by posting the document in the Morris County Administration Building. Such actions should be considered fraudulent.

In two cases presented to the United States District Court for the Northern District of Indiana and appealed to the Seventh Circuit Court of Appeals, the Courts determined that sanctions were appropriate in cases such as this one. Nixon v.

St. Joseph Mortgage Co., Inc., 612 F. Supp. 253 (N.D. Ind, 1985), aff'd, 787 F.2d 595 (7th Cir. 1986); Hilgeford v. People's Bank, 607 F. Supp. 536 (N.D. Ind.); aff'd, 776 F.2d 176 (7th Cir. 1985), cert denied, 475 U.S. 1123 (1986). These determinations were made in large part based upon the Courts' findings that the documents at issue were drafted with self-serving intent. Id.

Fees pursuant to F.R.C.P. 11 were not assessed in this matter by the District Court. However, as a result of the Petitioner continuing to pursue this frivolous litigation the tax-payers of Morris County have been forced to expend a significant amount of money for defense of such claims. It is respectfully submitted that it would be appropriate for this Court to sanction the Petitioner and award costs and attorneys fees against him.

A writ should not be issued in this case, as Petitioner has acted fraudulently and has brought and maintained a frivolous

action. It is respectfully submitted that there is no basis for a writ to be issued.

CONCLUSION

For the foregoing reasons, it is respectfully submitted that a writ of certiorari not be issued in this matter.

Respectfully submitted,
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